

**PURCHASE COLLEGE, STATE UNIVERSITY OF NEW YORK  
on behalf of the PURCHASE COLLEGE ASSOCIATION, INC.  
REQUEST FOR PROPOSALS (RFP) ASC-021115**

RFP Number  
ASC-021115

Dated  
February 11, 2015

Description  
Campus Bookstore Services

Contract Term (07/01/2015 through 06/1/2020)  
Five year contract with the option to renew for one (1) additional 5 year term.

Calendar of Events - Procurement Timetable

Release of RFP .....February 11, 2015  
Pre-Bid Meeting..... February 19, 2015 / 2:00 PM  
Question Period ..... February 19- February 26, 2015 / COB  
Answers to Questions..... March 9, 2015  
Proposal Due Date/Time ..... March 25, 2015/ 1:00 PM  
Notification of Short List Interview ..... April 1, 2015  
Short List Interviews ..... April 8-13, 2015  
Anticipated Awardee Notification ..... May 15, 2015  
Contractor De-Briefing .....upon request after notice of award  
Anticipated Contract Commencement .....July 1, 2015

Location of Service  
Purchase College  
State University of New York  
735 Anderson Hill Road  
Purchase, New York 10577

Designated Contacts

For New York State/SUNY administrative policy/procedure:  
Nikolaus D. Lentner  
Director of Purchasing & Accounts Payable  
telephone 914-251-6070  
fax 914-251-6075  
email [L@purchase.edu](mailto:L@purchase.edu)

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James Mwaura

Associate Director of Purchasing & Accounts Payable  
Telephone: 914-251-6089  
Fax: 914-251-6075  
Email: [James.Mwaura@purchase.edu](mailto:James.Mwaura@purchase.edu)

For technical information & clarification of detailed specifications:

Patrick Savolskis  
Executive Director, Purchase College Association, Inc.  
telephone 914-251-6990  
fax 914-251-7913  
email [patrick.savolskis@purchase.edu](mailto:patrick.savolskis@purchase.edu)

Purchase College, State University of New York (SUNY) is located in Westchester County. It is a public institution that was founded in 1967 and is situated on 550 acres. There are approximately 4,100 students and 350 full-time faculty and staff. The diverse student population is comprised of African American, Asian American, Caucasian, Hispanic American, Native American and International students. Through this diversity, the College prepares its graduates to serve the workforce through character and leadership. Purchase College, SUNY on behalf of the Purchase College Association, Inc. (PCA), extends to Contractors an invitation to submit bid proposals for exclusive bookstore services.

**PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS**

A. Request for Proposal (RFP)

Purchase College, SUNY and the PCA are dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, the RFP will only be available electronically in PDF format at the following website:  
<http://www.purchase.edu/purchasemeansbusiness> (and click Current Procurement Opportunities).

B. Proposal Submission

When submitting a Proposal, you must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
3. **Sign the Proposal.** By signing you indicate full knowledge and acceptance of this Request for Proposal (RFP) including Exhibits A and A-1. The Proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. **Submit eight (8) complete bound proposals, one of which must have original signatures.** Proposals should be sealed and submitted as specified in Part II. Proposals are to be addressed to:

Nikolaus D. Lentner, Director  
Purchasing & Accounts Payable Office  
State University of New York  
Purchase College  
735 Anderson Hill Road  
Purchase, NY 10577-1402

5. Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. Offerers mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the time specified. Offerers are cautioned that, although using a trackable mailing/courier/messenger service, Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. While Proposals may be signed for by Purchase College Mail Operations personnel prior to the due date and time, this does not guarantee that the Purchasing & Accounts Payable Office will receive the Proposal by the Proposal due time. **No Proposal will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Proposal due date and time.** Electronically transmitted Proposals will **NOT** be accepted.

C. Pre-Bid Meeting

There will be a Pre-Bid meeting on the date and time indicated on page 1 in the Calendar of Events - Procurement Timetable in the President's Conference room (third floor) of the Student Services Building, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, New York 10577.

For directions to Purchase College, see <http://www.purchase.edu/AboutPurchase/VisitorsGuide/Directions/>

For a campus map, see <http://www.purchase.edu/sharedmedia/admissions/campus%20map.pdf>

Please contact the following to confirm attendance and location of the Pre-Bid Proposal Meeting:

James Quinlan.....tel 914-251-6946.....email [james.quinlan@purchase.edu](mailto:james.quinlan@purchase.edu)

D. Question Period

The RFP will allow for a question period as indicated on page 1 in the Calendar of Events/Procurement Timetable. All questions must be submitted in writing, citing the RFP page, section and paragraph numbers where applicable. All questions must be EMAILED to arrive no later than the Close of Business on the date indicated, and should be directed to email [patrick.savolskis@purchase.edu](mailto:patrick.savolskis@purchase.edu). Questions received after the closing date for inquiries will not be answered. Only written answers are official. All questions and answers will be issued as addenda to this RFP, and will be posted to <http://www.purchase.edu/purchasemeansbusiness> by the date indicated on page 1.

E. Site Visits to Existing Accounts

Purchase College may make site visits of Contractors' existing accounts without prior notification to Contractors during the period as indicated on page 1 in the Calendar of Events/Procurement Timetable.

F. Short List Interview

Contractors whose proposals are deemed to be unacceptable will be notified by the Selection Committee in writing by email. Contractors whose proposals are deemed to be acceptable will be short-listed and asked to make oral presentations to the Selection Committee. Interviews will take place as indicated on page 1 in the Calendar of Events/Procurement Timetable. Notice of confirmation of the interview date, time and location will be given by email. Because the timeframe between proposal submittal and short list interviews is short, Contractors should assume that they may be required to participate in a short list interview on the Purchase College campus. Proposed key on-site management personnel will be required to be part of the interview. A presentation by the Contractor should be no more than 40 minutes in length, followed by one hour of questions and answers. The presentation should include the following:

- Review of Proposal Highlights
- Why Your Company
- Why Your Proposed Management Team

After the question and answer period, only the proposed management personnel will remain all sales/development, regional or national representations will be asked to leave. The Selection Committee will then have 40 minutes to interview the on-site management team, which shall consist of:

- General Manager for site
- District/Regional Manager
- Marketing Director/Manager

G. Contractor De-Briefing Meeting

Upon notification of the selection and award of a contract, unsuccessful Contractors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Request for Proposals. Request for debriefing by an unsuccessful Contractor must be made within thirty (30) days after the award of the contract.

H. Contract Award Protest Procedure

Upon notification of the selection and award of the contract, the Contractor or offerer whose bid or proposal was not selected as the successful bid or proposal is entitled to submit a Bid Protest in accordance with SUNY's Contracts Award Procedure (Document # 7561). The SUNY's Protest Procedure is available at [http://www.suny.edu/sunypp/documents.cfm?doc\\_id=699](http://www.suny.edu/sunypp/documents.cfm?doc_id=699). Please note that the Protest Officer is Nikolaus D. Lentner; contact information is located on page 1 of this RFP.

G. Standard Contract Clauses

Any contract resulting from this RFP shall include Exhibit A (Standard Contract Clauses, State University of New York) and Exhibit A-1 (Affirmative Action Clauses, State University of New York), the provisions of which shall take precedence over any provision in the RFP. These clauses relate to, among other things, assignment of the contract, availability of funds, non-discrimination, affirmative action, non-collusion, worker's compensation.

H. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

*It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.*

In keeping with this policy, PCA mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offerer regarding compliance with the State's Affirmative Action policy. Accordingly, an Offerer's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

I. Minority and Women-owned Business Enterprises

It is the policy of the State University of New York to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide goods and services at competitive prices.

**GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION:** For all State Contracts in excess of \$25,000.00 whereby each SUNY campus is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby Purchase College is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of **fifteen percent (15%)** for certified Minority-Owned Business Enterprises and **fifteen percent (15%)** for certified Women-Owned Business Enterprises.

J. Gramm-Leach-Bliley Act

In performing this contract contractor will receive, maintain process or otherwise will have access to confidential information on students and/or customers of Purchase College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314.2), you must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined in relevant part under the Safeguards Rule as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic or other form" (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards that contractor implements under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

K. Proposal Confidentiality

All Proposals submitted for PCA consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offerer believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offerer shall submit with its Proposal a separate letter addressed to: Nikolaus D. Lentner, *Records Access Officer, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offerer to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offerer of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Offerer may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential is not advisable since a Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

L. Sustainable Procurement

It is expected that Contractor will support the purchase of products that will minimize any negative environmental impacts of the contract. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, including packaging and transportation products and methods.

The successful Contractor shall comply, when applicable, with the policy of the State of New York and the State University of New York that all purchases shall incorporate sustainable procurement policies and practices.

In accordance with the provisions of Section 165(3) of the State Finance Law:

The State University of New York is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation in development of that agency's Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by 10% (or 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

M. Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Contractors, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from: NYS Empire State Development, 625 Broadway, Albany, New York 12207, email [esd@empire.state.ny.us](mailto:esd@empire.state.ny.us), website <http://www.empire.state.ny.us/>.

N. Restrictions on the Activities of Current and Former State Officers and Employees

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth in Paragraphs 73 and 74 of the Public Officers Law, and the underlying principle of the law is to prevent conflicts of interest, and encourage ethical behavior. The law may be found on the following web site: <http://www.jcope.ny.gov/law/ethics.html>.

While the two most relevant paragraphs of law are contained below, any questions relating to interpretation of the Public Officers Law should be directed to the Ethics Commission at (518) 432-8207 or (800) 873-8442 {(800) 87-ETHIC}.

Public Officers Law Paragraph 73(8)(a)(i) and (ii):

73. 8. (a) (i) No person who has served as a state officer or employee shall within a period of two years after the termination of such service or employment appear or practice before such state agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation or association in relation to any case, proceeding or application or other matter before such agency.

73. 8. (a) (ii) No person who has served as a state officer or employee shall after the termination of such service or employment appear, practice, communicate or otherwise render services before any state agency or receive compensation for any such services rendered by such former officer or employee on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction with respect to which such person was directly concerned and in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration. Former

State employees may be retained by a Contractor under contract with a state agency, after he or she leaves State service, provided that they are not placed back at their former agency during their two year postemployment period or engaged in any other activities that would violate the lifetime bar provision of Public Officers Law Paragraph 73(8)(a)(ii). An individual who, following a hearing, is found to have knowingly and intentionally violated the provisions of Public Officers Law Paragraph 73(8)(a)(i) may be subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000.00) for each violation.

O. Determination of Contractor Responsibility

New York State procurement law requires that State agencies award contracts only to responsible contractors. Additionally, the Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the State Finance Law (SFL) requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible offerer.” Section 163 (9) f of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

1. In accordance with these procurement laws, PCA will conduct an affirmative review of Contractor responsibility for all organizations or firms with which it conducts business. In doing so, Offerers are required to file the Contractor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Offerers opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_Contractor.htm](http://www.osc.state.ny.us/vendrep/forms_Contractor.htm) or may contact SUNY System Administration for a copy of the paper form.
2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by PCA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
3. PCA, at its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as PCA issues a written notice authorizing a resumption of performance of the Contract.
4. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate officials or staff, the Contract may be terminated by PCA at the Contractor’s expense where the Contractor is determined by PCA to be non-responsible. In such event, PCA may complete the contractual requirements in any manner it deems advisable and pursue available or equitable remedies for breach.

P. Sales and Compensating Use Tax Documentation

Pursuant to New York State Tax Law Section 5-a (Chapter 60, Part N, Laws of 2004, and amended Chapter 62, Part L, Laws of 2006), for procurements of \$100,000 and greater, a completed Contractor Certification form ST-220-CA must be collected from Contractors. (Contractors must also forward a completed form ST-220-TD to the NYS Tax Department.) The link to obtain the blank form ST-220-CA is: [http://www.tax.state.ny.us/pdf/2006/killin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/killin/st/st220ca_606_fill_in.pdf)

Q. State Finance Law §§ 139-j and 139-k

1. a. Prior to approval by PCA, or, if applicable, the Office of the State Comptroller, of the contract for which this solicitation has been issued, an Offerer shall not communicate with PCA or Purchase College other than with the persons identified in this solicitation as Designated Contacts, or with a person who the Designated Contacts has advised the Offerer is also a Designated Contact.
- b. **The Designated Contacts for this RFP are identified on page 1 of this RFP.**

R. Policy and Procedure of the State University of New York

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2011, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential Contractor or a person acting on behalf of the Contractor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a Contractor involved

in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential Contractor nor a person acting on behalf of the Contractor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a Contractor or a person acting on behalf of the Contractor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at <http://www.suny.edu/sunypp/>.

2. Each Offerer shall submit with its Proposal a written affirmation of its understanding of the State University's procurement lobbying procedures and agreement to comply with such procedures. Please see form B: [http://www.suny.edu/sunypp/documents.cfm?doc\\_id=282](http://www.suny.edu/sunypp/documents.cfm?doc_id=282)
3. Each Offerer shall submit with its Proposal written disclosure as to whether the Offerer has been determined to be non-responsible within the previous four years by reason of having violated NY State Finance Law § 139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with NY State Finance Law §139-j; and certification that the Offerer has provided accurate and complete information with respect to the Offerer's compliance with NY State Finance Law §§ 139-j and 139-k within the previous four years. Please see form C: [http://www.suny.edu/sunypp/documents.cfm?doc\\_id=283](http://www.suny.edu/sunypp/documents.cfm?doc_id=283)

S. Diesel Emissions Reduction Act of 2006 (the "Act")

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the Contractor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the Contractor. Annually, but no later than March 1st, the Contractor shall complete and submit directly to the State University of New York ("SUNY"), via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms at the Department of Environmental Conservation ("DEC") website: <http://www.dec.ny.gov/chemical/4754.html> for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23."

T. Information Security Breach and Notification Act

Contractor shall comply with the provision of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

U. Iranian Divestment Act of 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is charged with developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

The successful Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on the contract to be awarded pursuant to this RFP any subcontractor that is identified on the prohibited entities list. Additionally, the successful Contractor agrees that after the list is posted on the OGS website, should it seek to renew the Contract, it will be required to certify at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the Contract to be awarded pursuant this RFP, should PCA receive information that the successful Contractor is in violation of the above-referenced certification, PCA will offer the successful Contractor an opportunity to respond. If the successful Contractor fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act

within 90 days after the determination of such violation, then PCA shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages, or declaring the successful Contractor to be in default.

PCA reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

V. Indemnification

The Successful Offerer shall hold harmless and indemnify Purchase College Association, Purchase College, the State University of New York and the State of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Offerer, any affiliate, or any person or entity engaged by the Successful Offerer as an expert, consultant, independent contractor, subcontractor, employee or agent.

W. Workers Compensation Insurance & Disability Benefits Coverage

All employees in the hire of the Successful Contractor shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Purchase College premises. Prior to commencement of work, proof of coverage of Workers Compensation Insurance and of Disability Benefits Coverage will be required to be submitted. For further information, see <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>.

X. Liability

The Successful Offerer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offerer will impose any liability or duty whatsoever on the Purchase College Association Inc., Purchase College and/or the State University of New York including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

Y. Liability Insurance

Prior to the commencement of service/work, the Successful Offerer will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from an insurance company authorized to do business in the State of New York with a combined liability insurance policy with limits no less than Three Million Dollars (\$3,000,000) per individual for bodily injury and no less than Five Million Dollars (\$5,000,000) for property damage. If automobile equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per individual for Bodily Injury, and Two Hundred Fifty Thousand (\$250,000) per occurrence for property damage; or combined single limit of One Million Dollars (\$1,000,000).

One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage and not less than Two Million Dollars (2,000,000) aggregate. Comprehensive Automobile Liability with limits not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage. Umbrella Liability extending over both the general liability and automobile liability with limits not less than Five Million Dollars (5,000,000). Statutory Workers' Compensation Coverage Sample certificate included as attachment

Such policies shall name PURCHASE COLLEGE ASSOCIATION, INC., and co-name PURCHASE COLLEGE, the STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK as additional insured on a primary and non-contributory basis (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate Purchase College Association, Inc. as the loss payee. The policy shall contain a provision that Purchase College Association, Inc. shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy. Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the insurance company shall notify the Purchase College Association Inc. in writing thirty days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy."

The certificates of such insurance should be delivered to: *Director of Purchasing & Accounts Payable, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*. Contractor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically or via fax. Each Certificate must include the specific Contract number and the name of the Contract Officer. Contractor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to The State University of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Z. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) Purchase College's RFP on behalf of PCA; (2) the Successful Offerer's Proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Offerer's Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
4. The resulting agreement shall be binding upon its execution by both parties and, if required, by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
5. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required, by New York State law, approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Offerer to PCA shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts. Price reductions are encouraged and acceptable at any time during the contract period.
9. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Proposal submission and will continue thereafter until the Successful Offerer notifies PCA otherwise, in writing. Such deadline may be further extended by mutual agreement.
10. In the event Successful Offerer uses partners, subcontracts or subcontractors, the Successful Offerer will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the Successful Offerer will be the prime contractor.
11. Neither PCA nor Purchase College will be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP or the costs of any services performed prior to receiving approval of the agreement from New York State. All Proposals and materials submitted in conjunction with Proposals shall become the property of PCA for use as deemed appropriate, respecting all copyrights.
12. PCA will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the Contractor's bid proposal. PCA shall be the determinant and make the final determination.
13. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
14. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Offerer without the prior written approval of PCA.
15. The Successful Offerer(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
16. Any firm or individual that participated in the development or preparation of this RFP is not eligible for award of the resulting contract.

AA. PCA has the right to:

1. Reject any and all Proposals received in response to this RFP in part or entirely.



2. To terminate any resulting contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, PCA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past two (2) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and contact any or all references.
5. Waive requirements or amend this RFP upon notification to all Offerers. Mandatory requirements may be eliminated if unmet by all Offerers.
6. Adjust or correct cost or cost figures with the concurrence of the Offerer if mathematical or typographical errors exist.
7. Negotiate with Offerers responding to this RFP within the requirements necessary to serve the best interests of PCA.
8. PCA reserves the right to change any dates specified for the review and selection process.
9. Begin contract negotiations with another Offerer in order to serve the best interests of PCA should PCA be unsuccessful in negotiating a contract with the Successful Offerer within an acceptable time frame.
10. Request clarifications from Offerers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerers determined to be susceptible to being selected for contract award, prior to award.
11. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
12. Waive minor irregularities.
13. PCA reserves the right to modify or amend the requirements of this RFP after its release. All Contractors will receive written e-mail to the address provided at the pre-bid meeting notification of any modifications to the requirements of this RFP. If any modifications make compliance with the original Procurement Timetable impractical, the PCA will adjust the timetable accordingly.
14. Contractors who submit a Proposal in response to the RFP may be required to give an oral presentation to representatives of PCA and/or allow a site visit to the main or branch office. The site visit may include a demonstration of on-line inquiry access services. This shall provide an opportunity for the Contractor to clarify or elaborate on the Proposal, but shall in no way change the original Proposal. PCA shall schedule the time and location.
15. The successful Contractor will be notified by PCA by telephone and confirmed by letter.
16. By submitting a Proposal, the Contractor agrees that she/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
17. Contractors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the Contractor or to potential conflict of interest among Contractor staff.
18. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Proposal.
19. PCA reserves the right to reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
20. Subcontractors
  - Except for Contractors designated by the PCA, the Contractor must, in their Proposal response, indicate the name and address of all proposed subcontractors. This statement must contain a description of the portion of the work which the proposed subcontractors are to perform/provide and any information tending to prove that the proposed subcontractors have the necessary skill, experience and financial resources to provide the service in accordance with the RFP.

- The Contractor shall have sole responsibility to the PCA for the acts or defaults of said subcontractors, of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- The Contractor shall execute with each of its subcontracts and shall require all subcontracts to execute a written agreement which shall bind the latter to the terms and provisions of this Request for Proposals insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.

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## PART II: DETAILED SPECIFICATIONS

### A. Scope of Services

Purchase College, SUNY on behalf of the Purchase College Association (PCA) is soliciting exclusive proposals for one Contractor to furnish bookstore services for the College community. The bookstore is located on the mall of the College on the west side across from the Performing Arts Center. It currently occupies 5,484 sq. ft. of retail space and 2,039 sq. ft. of storage on another level. This will be altered in summer of 2015 when construction starts on the College's new Gateway building. The space will be reduced to a retail area of approximately 5,149 sq. ft. and 1,330 sq. ft. of storage in the same location. (Diagrams are included in Attachment 1)

The PCA is seeking improvements to the current space that would include updating of current layout. The campus dining contractor will place a café operation in the bookstore space on consultation with winning bookstore vendor. Space for café will be approximately 800 to 1,000 sq. ft. retail plus storage.

The PCA encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the PCA's needs.

It is anticipated that the contract will be for a five year term beginning on 7/1/2015 with an option for one 5 year extension, by mutual agreement (10 years total). The winning Contractor will be awarded exclusive rights offer bookstore services to campus as specified in this RFP.

### Program Specifications

#### A. General

- (1) Operating hours of the bookstore are expected to be 9am till 5pm Monday through Friday, these may be modified during contract negotiations. Operation hours on College holidays will be set by PCA. Contractor will run extended hours, including weekends, during the first two weeks of each semester with special hours during College events (Orientation, Open Houses, etc.) with approval of the PCA. PCA may approve reduced hours on a case by case basis.
- (2) Contractor will assure that bookstore space is kept clean and product displays are regularly updated.
- (3) PCA will provide utilities to the space(water, electric, HVAC, data and phone)Contractor will be billed back for campus phone service and internet.
- (4) Contractor will submit resumes for the management team that will be assigned to the College Bookstore and make these individuals available for in person interviews by PCA. PCA will have the approval rights for the management team assigned to the College. PCA has the right to reject any person from the management team that will be assigned to the College.
- (5) Proposed list of merchandise with initial pricing broken down by category to be sold in the store.
- (6) Contractor shall state the refund and exchange policies to be applied in the campus bookstore.
- (7) The Contractor shall accept personal checks in payment for all purchases upon presentation of proper identification, unless past history indicates otherwise. PCA will be informed before any customer is placed on this list.
- (8) The Contractor shall accept all major credit cards including, but not limited to, American Express, MasterCard, Visa and Discover in payment for purchases in the Campus Bookstore.
- (9) The successful Contractor may be required to purchase the existing inventory from PCA or the current Contractor. The successful Contractor shall not be required to purchase dated or damaged merchandise, merchandise inventories in excess of that normally expected to be sold within one year, or new books not fully returnable to the publisher. Textbooks shall be purchased at full documented cost only if formally adopted for the ensuing term. Other textbooks will be purchased at the current wholesale price in the most recent edition of the Textbook Buying Guide.
- (10) At the conclusion of a contract resulting from this RFP, the Contractor's merchandise inventory may be purchased by PCA or a succeeding Contractor, at PCAs option under the same conditions as stated above.
- (11) Indicate details of a discount Program for employees of Purchase College and related entities stating the percentage allowed, and it may include a reward component to encourage faculty/staff loyalty.
- (12) Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of sale, inventory management, Web site, financial aid, registration integration, etc.).

#### B. Books & Pricing

- (1) Contractors will provide required and optional textbooks/course materials in sufficient quantities in a timely manner. Contractor will note on store signage if the book is required or optional.
- (2) Providing comprehensive textbook/course materials services to support all College programs, all campuses, and Purchase College's online courses.

- (3) Contractor shall state a definite pricing policy in the proposal. PCA is willing to negotiate this rate. Currently, new textbooks are priced at a 25% margin over cost and used textbooks are priced no higher than 25% less than the selling price of a new version of the book in the store. E-books, course packs are priced at 30% of gross margin. Other merchandise is priced competitively to the local area.
- (4) Indicate where possible Contractor can utilize and or promote use of Open SUNY Textbooks, more information on this program can be found here: <http://opensunyals.org/freetextbooks.html>
- (5) Creating and implementing effective strategies to reduce the cost of textbooks/course materials to Purchase College students by offering a strong used textbook program, offering a comprehensive textbook rental program, offering a digital textbook/course materials program, utilizing emerging technologies, and continuing to develop creative solutions. Innovate in finding ways to keep the cost of textbooks down without sacrificing revenue to PCA.
- (6) The Contractor shall buy-back used textbooks from students on a daily basis. The Contractor shall state in the proposal the buy-back policies to be used at the College. If a textbook has been adopted for the ensuing term, the Campus Bookstore shall buy back that textbook for no less than 50% of the original purchase price, unless sufficient quantities of that textbook to meet course requirements are already in inventory in the Campus Bookstore. Textbooks not adopted for an ensuing term shall be purchased at the highest price listed in the current National Textbook Buying Guide.
- (7) Providing easy access and multiple distribution channels for textbooks/course materials.
- (8) Communicating and coordinating with faculty regarding the use of all types of course materials and possible less expensive options to control costs of textbooks to students..
- (9) A proven method for ensuring higher than 80% faculty textbook adoptions before the last day for order closing. See Attachment 4
- (10) Give Faculty access to their archived orders and adoption history of their classes online, and furnish book order feedback or status.
- (11) Clearly define limitations and expectations for the ordering of Faculty Desk Copies.
- (12) Implement a paperless adoption system and train the Faculty and their support staff to use it.
- (13) Agility backed by a strong distribution network to ensure in the current highly competitive materials marketplace that the College receives the best quality and highest number of used course materials.
- (14) Timely acquisition and shelving of textbooks and course materials for the first week of classes.
- (15) Expert handling of special orders and Faculty custom materials.
- (16) Digital platform and technological base that can transition to innovative new platforms as they become available (i.e. maintain expertise and technology consistent with trends in the Bookstore management services industry).
- (17) Provide Faculty with a licensed site for publishing course materials with minimal or no licensing fees.

#### C. Branded Merchandise & Clothing/Apparel

- (1) Contractor will provide a proposed list of branded merchandise for sale in the bookstore along with suggested pricing.
- (2) Branded merchandise will comply with the College style guide attached as attachment 6. All branded merchandise will be approved by the PCA.
- (3) All apparel will comply with SUNY Anti Sweatshop guidelines noted in Attachment 5. Successful Contractor will make these records available upon request.
- (4) No non-USDOL/WTO/Fair Trade (or equivalent) Compliant Merchandise or Goods will be permitted for sale in the College Bookstore. To the extent available, furnish a copy of your company's written statement of social responsibility/commitment to ensuring that all merchandise purchased and sold in the College Bookstore will comply in its manufacture, growth or design with standards for fair labor stated by the United States Department of Labor (USDOL) and World Trade Organization (WTO) guidelines relative to sweatshops, inhumane and/or use of child labor, etc. This includes sale of coffee-based or other consumable products that must meet Fair Trade guidelines or equivalent.
- (5) Winning Contractor will provide a preliminary schedule of when apparel will be cycled to stay in sync with customer change of tastes.

#### D. Marketing

- (1) Contractor will submit a detailed marketing plan for the first year of operations and annually after that.
- (2) The plan should outline efforts in store and on campus who Contractor will market products and services to the College community. The plan should indicate expected impact on sales.
- (3) Plan should also note on line marketing efforts
- (4) Plan should outline marketing efforts to faculty to assure timely submission of text book adoptions.

#### E. Capital Improvements

- (1) Contractor will provide a plan for improvements to the current bookstore space.
- (2) Plan must comply with college construction/renovation rules and prevailing wage.

- (3) Vendor required obtaining any permits and assuring proper insurance of all contractors.
- (4) Plan will include proposed budget and timeline.
- (5) Café and lounge may have hours separate from the bookstore space.

F. Products not previously mentioned

- (1) As Purchase College is the arts campus for the SUNY system vendor will have to assure supplies are stocked to meet the needs of our arts students.
- (2) All other products not previously mentioned in this RFP that will be listed in the response with projected retail price.
- (3) Alcohol, tobacco and any related products will not be sold.
- (4) The PCA reserves the right to add or remove any products from the inventory with written notice.

G. Financial Aid

- (1) Contractor will describe their ability to interface with the College Banner system (Version 8) to allow students to use financial aid in the bookstore for purchases.
- (2) Contractor will hold any liability for an aid program as a liability on their financials.
- (3) Process for this will be determined by PCA once College approval is given.
- (4) Contractor will assure all data related to students will be protected to assure FERPA and any relevant SUNY guidelines.
- (5) Contractor must be able to deliver a report each semester students who used aid and the amount with purchase dates. Format of this report to be determined by the PCA.
- (6) Contractor may be asked to integrate with campus card system (CBORD)

H. Financial

- (1) Contractor will provide sample reports of commission sales for month, quarter and annual
- (2) Contractor will provide sample reports of sales by item and category.
- (3) Contractor will provide documentation of the PCI compliance of all their systems.

I. Agree to the following Discrimination Clause

- (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex, age, physical disability or national origin.

**B. Contractor Qualifications**

Evidence of the following must be provided to the PCA in the proposals. If the Contractor is unable to provide required information, Contractor must state reason for the inability to comply.

1. Provide your company name(s); Business address; Business Phone number; Business fax number.
2. Form of business: Describe the form of business under which the company operates e.g.: Sole Proprietor, Partnership, Corporation etc.
3. List the key contacts: List names, titles, number of years of experience in the industry email addresses, and phone numbers of the company representatives who will be assigned responsibility for servicing the college.
4. Include the date and locations of the company's incorporation, and years in providing campus bookstore service.
5. Provide a copy of the company's audited financial statements or annual report for the previous two years.
6. Prior successful experience as a bookstore company of a college and/or university in the New York metro area is a preferred. Proposals should include a list of the Contractor's bookstore accounts comparable to Purchase College, SUNY.
7. Submit a list of accounts in the Metropolitan New York Area (New York, New Jersey, and Connecticut) lost during the last three years. Indicate the reason for each lost account.
8. Provide a reference list of at least five clients, two years minimum duration. If possible these references should be of similar size and scope to Purchase College, SUNY in terms of service. The PCA reserves the right to contact these clients and/or visit locations to inspect the bus services provided.
9. Provide copies of all federal, state and local permits, licenses and certificates required to perform the requested services in Westchester County, in the State of New York.
10. The winning Contractor selected by the PCA shall manage the bookstore.
11. Ability to work cooperatively with the PCA and the College.
12. Ability to be fully operational on 7/1/2015.

The PCA will investigate the financial status, technical experience, past record, and any other information about the Contractor deemed pertinent.

**C. Guidelines for Contractor's Proposal**

1. Proposals should be prepared simply with emphasis on completeness and clarity of content. Proposals shall be signed by an authorized representative of the Contractor, and all information requested must be submitted by the established deadline. Three paper copies and three flash drives of each proposal are required to be sent to the Purchase & Accounts Payable office. Proposals should be bound in a single volume.
2. Contractors are encouraged to include enhancements to the existing program and offer creative and imaginative services which shall be incorporated into the contract. Proposals shall be construed to be in full and complete compliance with the terms, conditions, provisions, guidelines and specifications of this RFP unless the Contractor clearly describes any deviation from the RFP.
3. The PCA requests the following minimum information be contained in the Contractor's proposal:
  - a) Complete Contractor information, describing the size, scope of operations, and other pertinent information the Contractor may wish to share with the PCA that would enable the evaluation of the Contractor's capability.
  - b) Detail proposed management and employee structure. Include number of employees needed (head count and man hours). Enclose organization chart.
  - d) Contractor shall complete, certify and file a New York State Contractor Responsibility Questionnaire. (See page 4-5, paragraph

**D. Evaluation of Proposals/Method of Award**

1. Evaluation Committee  
Proposals will be reviewed and evaluated by a committee of 3 to 5 PCA and Purchase College staff and students.
2. The following criteria will be used in evaluating the Contractors' proposal, as well as the estimated weight of each criterion:

25%	Proposed textbook program and value to the Purchase College community
25%	Proposed renovation of bookstore space and tie in to campus community
20%	Proposed financial return to the PCA
10%	Experience in operating a collegiate bookstore
10%	Management support/ service capabilities/financial resources

See Attachment 2 for score sheet.

The Proposal that meets the requirements for this RFP and receives the highest composite score and is from a responsive and “responsible” Bidder, will be considered for contract award.

3. The PCA reserves the right to reject any or all proposals, and is not limited to the evaluation criteria listed in this RFP. Award of a contract is dependent on the signing of a mutually agreeable contract, and should the parties fail to agree upon such a contract, the PCA in its sole discretion may cancel negotiations with the first selected Contractor and negotiate with other Contractors as necessary.
4. No negotiation decision or actions shall be executed by any Contractor as a result of any oral discussion or agreements with any PCA employee or PCA consultant. Only those transactions that are in writing shall be considered valid. Likewise, the PCA shall only consider communications from Contractors that are signed and in writing.
5. The Contractor is responsible for all costs of proposals.
6. To help the PCA evaluation committee evaluate the proposals each of the Contractors may be asked to perform a presentation before the bid is awarded.
7. All information received in response to this RFP shall become property of the PCA. This information will be treated in a confidential manner.

E. Accounting, Statements, and Audits

1. Contractor will submit a commission structure with their proposal. This will indicate minimum guarantee payment to the PCA and rates of commission by product category.
2. Commission will be paid monthly.
3. Contractor will supply annual reports on sales and Proposal will indicate commission to be paid on different category of items.

F. Miscellaneous

1. Legal title and ownership of any and all equipment furnished by the Contractor shall at all times be vested by the Contractor or its assignees.
2. The contract between the winning Contractor and the PCA may not be assigned in any manner or transferred without the express written consent of the PCA.
3. The signed contract will be subject to quarterly performance evaluations. These evaluations shall be used to assess the winning Contractor’s performance in accordance with the terms and conditions of the winning Contractor’s contract. Performance concerns, if any, shall be addressed by the PCA and evaluation results may be considered in determining the winning Contractor’s responsibility and continuation of the contract.
4. The PCA reserves the right to accept or reject all or any part of all submitted proposals. Final evaluation will be the responsibility of the PCA and will not necessarily be based on the highest commission. All factors which are pertinent to the bookstore will be relevant in making the final decision.
5. All proposals must include the enclosed Bid Form and be marked “Sealed Proposal – Campus Bookstore.” **All proposals must be received by Monday, March 16, 2015, at 1:00 p.m. EST.**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. PROHIBITION AGAINST ASSIGNMENT**  
Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.**  
To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own

organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.**  
In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.



## 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Contractor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Contractor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

## 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not

discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this

contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under Contractor certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

## 20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Contractors, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414

email: mwbecertification@esd.ny.gov  
<https://ny.newnycontracts.com/FrontEnd/ContractorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

**21. RECIPROCITY AND SANCTIONS**

**PROVISIONS.** Contractors are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State Contractors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law

Section 165(7), SUNY may determine that a Contractor on a contract for the purchase of apparel or sports equipment is not a responsible Contractor as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) Contractor's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities

Determined to be Non-Responsive Contractors/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

***THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY***

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

**1. DEFINITIONS.** The following terms shall be defined in accordance with Section 310 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is

undertaken or assumed by a business enterprise not controlled by the prime contractor.

**WOMEN-OWNED BUSINESS ENTERPRISE** herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the

minority-owned business enterprise goal and the women-owned business enterprise goal.

**MINORITY-OWNED BUSINESS ENTERPRISE** herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

**MINORITY GROUP MEMBER** shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having

origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

**CERTIFIED ENTERPRISE OR BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development (“DMWBD”) for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

**2. TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor’s EEO policy statement, the Contractor, as a precondition to

entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts;(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

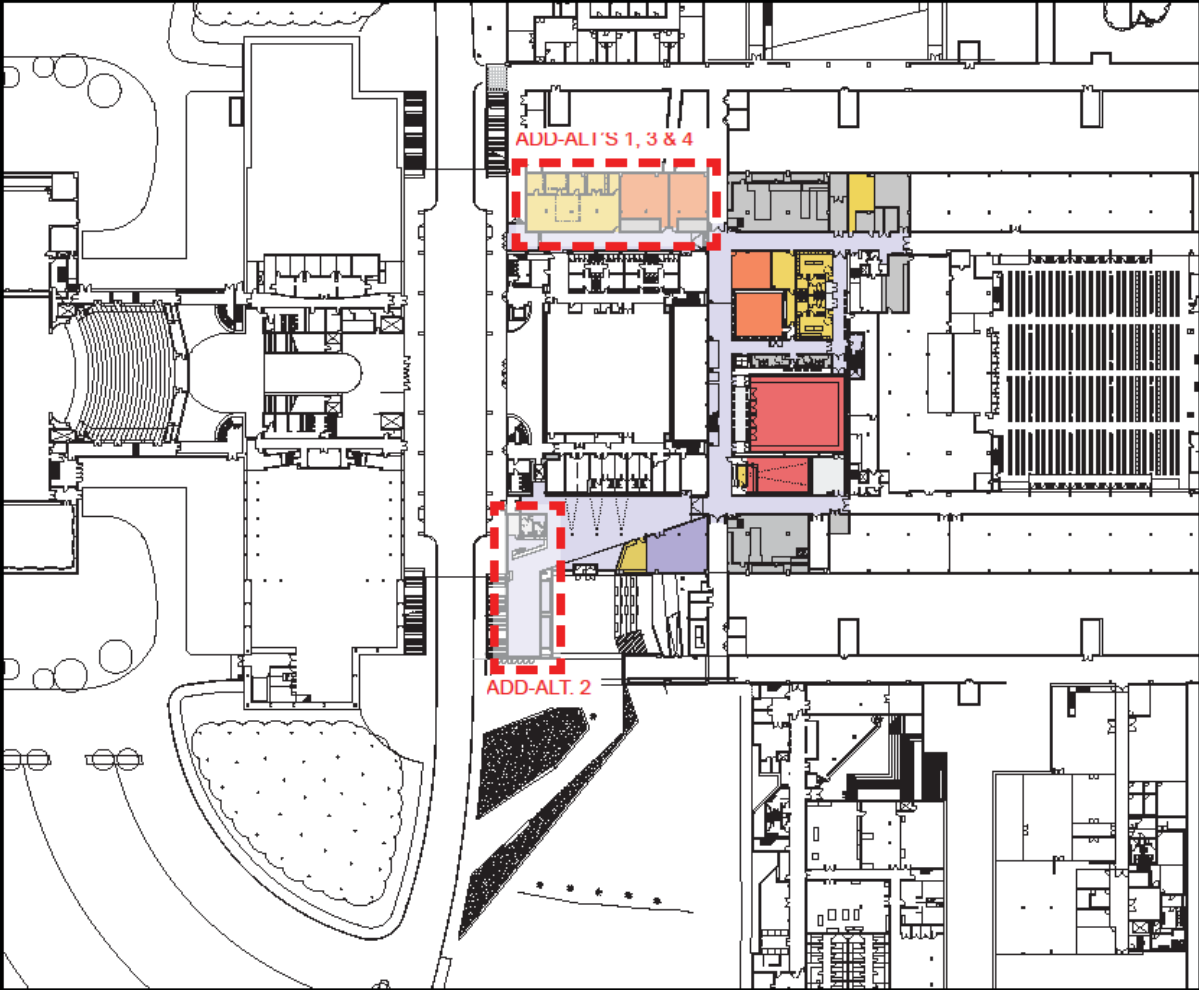
(e) Form 112 - Workforce Employment Utilization Report (“Workforce Report”)

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

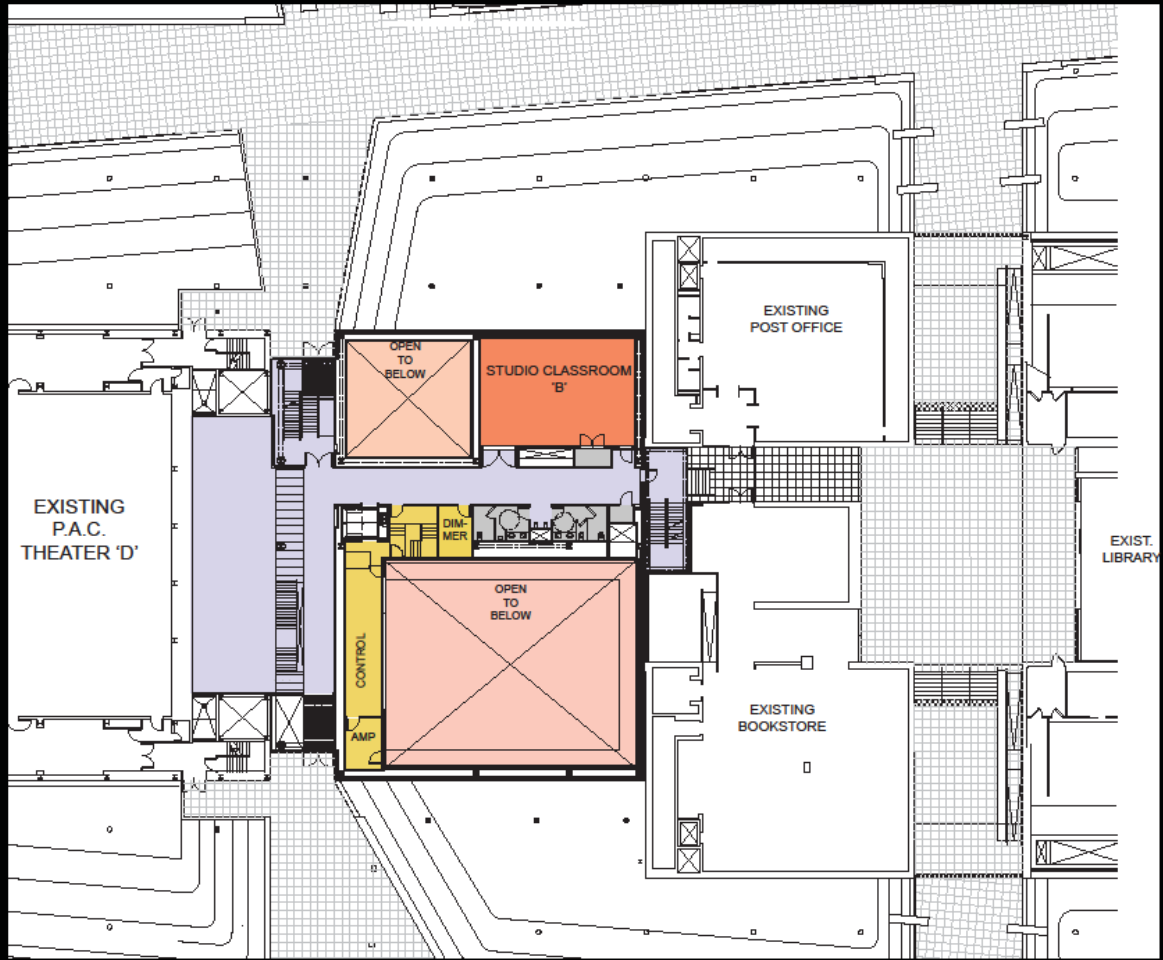
(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor’s total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from C

# Attachment 1 Drawings



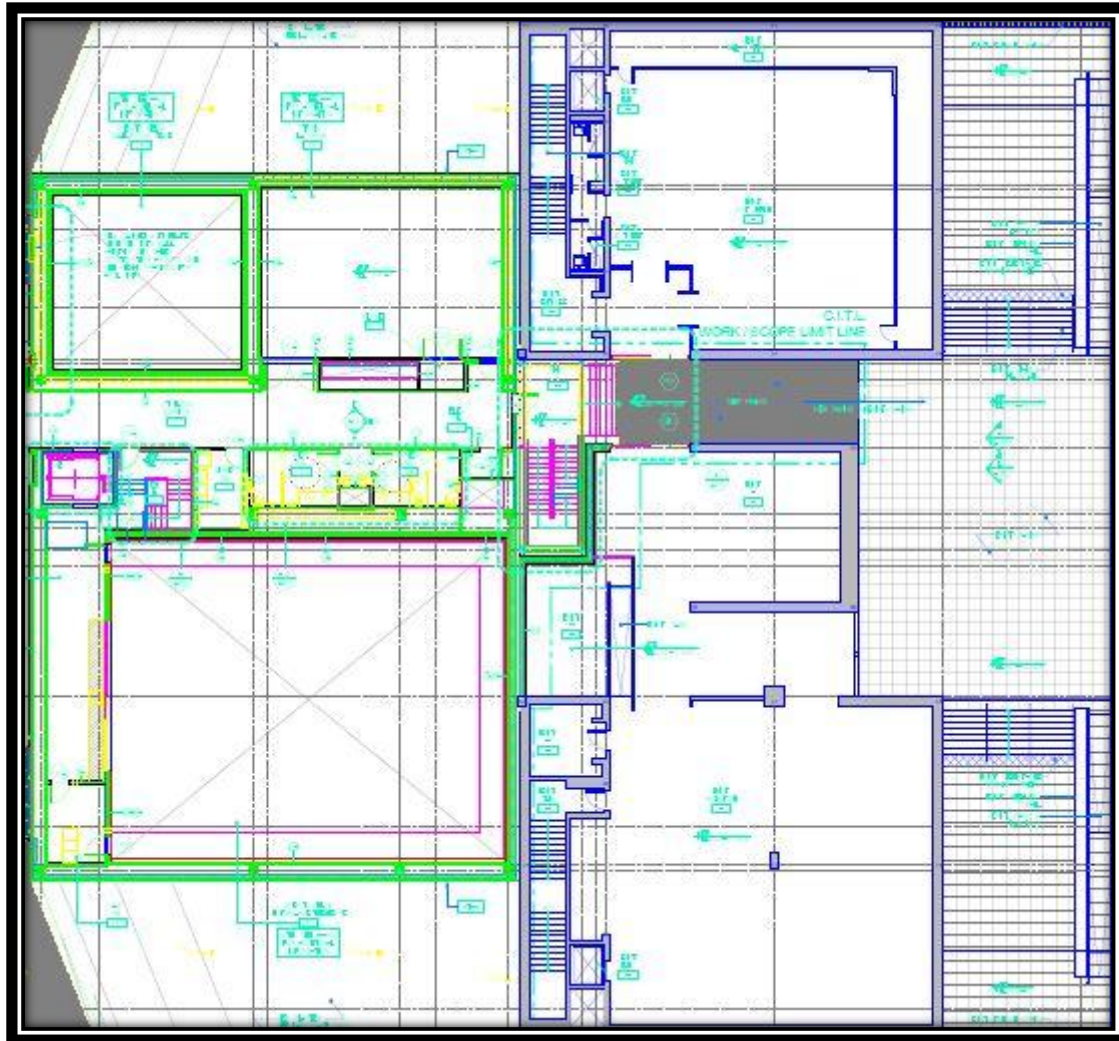
*E.P. & C.I.T.L. BUILDING  
CONCOURSE PLAN*

- PERFORMANCE
- TEACHING
- SUPPORT
- FACULTY / ADMIN.
- COMMON



C.I.T.L. BUILDING  
1ST FLOOR PLAN

- PERFORMANCE
- TEACHING
- SUPPORT
- FACULTY / ADMIN.
- COMMON



## Attachment 2 Score sheet

Metric	Weight	Score 1-5
Proposed textbook program and value to the Purchase College community	25%	
Proposed renovation of bookstore space and tie in to campus community	25%	
Proposed financial return to the PCA	20%	
Experience in operating a collegiate bookstore	10%	
Management support/ service capabilities/financial resources	10%	
Completeness of proposal/details	10%	
5-exceeds criteria, 1-does not meet criteria		



**Attachment 3**  
Required Submission Form  
**Bid Proposer Information**

**YOU ARE INVITED TO SUBMIT A PROPOSAL TO FOR RFP - (assign RFP Number).  
BID PROPOSERS MUST SUBMIT THE FOLLOWING:**

1. a) A completed Bid Proposer Information form (this page);  
b) State Finance Law §§ 139-j and 139-k Form B;  
c) State Finance Law §§ 139-j and 139-k and Form C;
2. Information as requested in Part II: Detailed Specifications.
3. Your firm's Equal Employment Opportunity Policy Statement, which conforms to the provisions of Exhibit A-1.

**IF YOU ARE NOT SUBMITTING A PROPOSAL, PURCHASE COLLEGE REQUESTS THE FOLLOWING:**

1. Respond "No Proposal will be submitted" and state your reason(s).
2. Return only this page to the Issuing Office address on Page 1.

**CONTRACTORS PLEASE RESPOND TO THE FOLLOWING INQUIRIES AND/OR CERTIFICATIONS:**

1. Does your firm agree that all presentations and materials will be free from racial, religious, or sexual bias?  
YES: \_\_\_\_\_ NO: \_\_\_\_\_
2. Are you a New York State (NYS) resident business? YES: \_\_\_\_\_ NO: \_\_\_\_\_
3. Total number of people employed by firm: \_\_\_\_\_
4. Total number of people employed by firm in NYS: \_\_\_\_\_
5. Is your firm a NYS Minority-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_
6. Is your firm a NYS Women-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_
7. Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.  
YES: \_\_\_\_\_ NO: \_\_\_\_\_
8. In accordance with State Finance Law §§ 139-j and 139-k, please certify that all information provided to Purchase College with respect to State Finance Law §§ 139-j and 139-k is complete, true and accurate.

FIRM'S TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FIRM REPRESENTATIVE - NAME / TITLE (printed) \_\_\_\_\_

FIRM REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Attachment 4

Category: Financial Legal and Compliance Student Affairs	Procedure Title: Textbooks Access Procedure
Responsible Office: <a href="#">University Counsel</a>	Document Number: 6700
	Effective Date: July 01, 2010
	This procedure item applies to: State-Operated Campuses

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Summary

There is no summary relevant to this procedure.

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Process

### **I. Authority, Responsibility, and Duties**

The parties affected by these Guidelines include Deans, Department Chairs, Faculty, Staff and the management and employees of campus bookstores.

### **II. Administrators**

- a. Deans and Department chairs, working with their respective faculty, will ensure that textbooks for the Fall, Spring, Summer semesters are submitted 30 days before the Fall, Spring or Summer electronic class schedule is posted. In the event of new courses, new curriculum or late faculty assignments to courses, these dates will be extended but orders must be provided as soon as possible.
- b. The Bookstore, Deans, and Department Chairs are encouraged to provide information to educate new and returning faculty members in course textbook selection, book ordering procedures, electronic book ordering, textbook rentals, textbook buyback process and benefits to students, dates of return for textbooks, the cost to the Bookstore for unused textbooks, etc.

### **III. Bookstore**

- a. All book orders must be submitted to the University Bookstore thirty (30) days before the Fall, Spring or Summer electronic class schedule is posted. This will allow the time necessary to input all book information into the system, so that students will have access to all ISBN and pricing details when they begin the registration process. Having book orders at this time also allows the bookstore to formulate a buy back plan for titles that are being reused.

**Prior Book Order Deadline**

Summer Orders - April 1

Fall Orders - April 1

Spring Orders - October 15

**New Book Order Deadline**

Summer Orders - March 1

Fall Orders - March 1

Spring Orders - September 1

- b. The bookstore shall:
- i. make faculty aware of the option to request unbundled versions of textbook and course materials and of the price differential;
  - ii. where available, make both bundled and unbundled versions of textbooks and course materials for purchase;
  - iii. disclose on the electronic course schedule the ISBN and retail price information of the required and recommended textbook and supplemental materials for each course listed in the university's course schedule used for early registration and general registration purposes, except as follows:
    - if ISBN is not available for a textbook or supplemental material, its author, title, publisher and copyright date shall be provided;
    - the designation "To be determined" will be used in lieu of required textbook information if not available by the stated deadline; and
  - iv. notify students (electronically) as to the availability of the following: textbook buyback programs, alternative content delivery programs (i.e. digital books) and other cost saving strategies.

**IV. Faculty**

- a. Faculty must:
- i. submit textbooks to the campus bookstore by the stated deadlines: Thirty days before the Fall, Spring or Summer electronic class schedule is posted. Submission of textbook selections allows the bookstore to keep student costs down by giving the bookstore time to locate more used copies and allowing them to purchase books back from students at higher prices; and
  - ii. include the ISBN number as well as author, title, publisher, the edition, copyright and publication date, and other information that may be relevant to the student seeking to minimize cost.
- b. Faculty should
- i. order textbook bundles only if the supplements included with textbooks are necessary to the curriculum and instruction;
  - ii. consider price during the textbook selection process as long as educational quality is not compromised;
  - iii. permit students to purchase electronic versions of textbooks when available;
  - iv. require students to order "new editions" to text books or other course materials only if there are substantive or material change in their content; and
  - v. educate students on the utilization of text book rental programs and other less costly textbook and course material acquisition schemes.

**V. Textbook Submission Process**

- a. The bookstore shall send the Textbook forms for the upcoming term to the appropriate faculty or department chair for completion.
- b. The faculty member receiving the forms to complete must verify the correctness of the information pertaining to the current textbook on file for the course specified on the form and will complete the form as indicated. If there are no changes and the same textbooks(s) are being readopted, the faculty member will complete, sign and return the form to the bookstore by the due date stated on the form. If there are changes, follow guidelines listed above.
- c. In the event that the bookstore manager is unable to secure the availability and/or quantity of the textbook selected during the ordering process because the textbook is out of print, no longer

available, substituted by the publisher, or for any other reason, the bookstore will notify the appropriate faculty member.

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#### Forms

There are no forms relevant to this procedure.

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#### Related Procedures

There are no related procedures relevant to this procedure.

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#### Other Related Information

There is no other information relevant to this procedure.

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#### Authority

The following link to FindLaw's [New York State Laws](#) is provided for users' convenience; it is not the official site for the State of New York laws.

[New York State Education Law Article 15 TEXT-BOOKS](#)

In case of questions, readers are advised to refer to the New York State Legislature site for the menu of [New York State Consolidated](#).

[Federal Higher Education Opportunity Act \[Federal College Textbook Affordability Act, 2008 \(20U.S.C. 1015.133\)\]](#).

Memorandum to presidents, from the offices the provost and University counsel, dated June 24, 2010.

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#### History

There is no history relevant to this procedure.

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#### Appendices

There are no appendices relevant to this procedure.

## Attachment 5

Category: Financial Related Entities	Procedure Title: Anti-Sweatshop Procedure
Responsible Office: <a href="#">University Counsel</a>	Document Number: 7560
	Effective Date: March 01, 2010
	This procedure item applies to: State-Operated Campuses

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Summary

In support of the State University of New York's (University's) Anti-Sweatshop Policy, a contractor, subcontractor or licensee is required to certify to its adherence to applicable labor standards in connection with working conditions, compensation, employee rights to form unions and the use of child labor when University designs; trademarks, service marks, logographic symbols and other indicia are utilized in the manufacture of apparel or textiles ("apparel") or sports equipment or when the University purchases such items.

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Process

In support of the State University of New York's (University's) Anti-Sweatshop Policy, a contractor, subcontractor or licensee is required to certify to the adherence to applicable labor standards followed in the chain of production as to working conditions, compensation, employee rights to form unions and the use of child labor for apparel and sports equipment sold to the University or its affiliated organizations such as Auxiliary Services Corporations or when University designs; trademarks, service marks, logographic symbols and other indicia (hereafter "university marks") are utilized in the manufacture of such goods or sports equipment. Among other things, such standards apply to working conditions, compensation, employee rights to form unions and the use of child labor.

### **I. Requirements of contractors, subcontractors and licensees**

For all transactions described above, contractors, subcontractors or licensees shall be required to comply with the following procedures:

#### **A. Disclosure Requirements**

1. In connection with the purchasing of apparel/textiles or sports equipment or the licensing of university marks, a contractor or licensee (hereafter the "Contractor") shall in connection with the purchasing of apparel/textiles or sports equipment or the licensing of university marks, provide the University, Auxiliary Services Corporation (ASC) or other affiliated organization, whichever is the purchasing or licensing entity, with the following:

a. Certification of Compliance With Fair Labor Conditions (see Forms) attesting that such apparel or sports equipment to be manufactured or to be manufactured using university marks was done in compliance with all applicable labor and occupational safety laws including but not limited to child labor laws, wage and hour laws and workplace safety laws.

b. If known: (i) the names and addresses of each subcontractor to be utilized in the performance of the contract; (ii) the Contractor and each subcontractor's applicable state tax identification number; and (iii) all manufacturing plants utilized by the Contractor or its subcontractors for the performance of the contract.

2. During each year of the term of a contract, the appropriate University Procurement/Purchasing Officer or designee or affiliated organization may request a written assurance from the Contractor and each of its subcontractors that the Contractor or subcontractor is in compliance with this Procedure. The request may seek confirmation of compliance with some or all of the requirements of this Procedure, and may require the response to be submitted under penalty of perjury. The Contractor shall provide the written assurance within the time period specified by the University Procurement/Purchasing Officer or designee or the affiliated organization, which shall not be less than 15 business days from receipt of the request.

3. Each Contractor shall be responsible for ensuring their subcontractor(s)' compliance with this Procedure and applicable labor standards.

4. When competitive bidding is required, in accordance with New York State Labor Law, for a procurement of apparel or textiles or sports equipment, campuses must add a statement to their bid documents that the campus will not enter into a contract to purchase or obtain for any purpose any apparel or textiles or sports equipment with a Contractor unable or unwilling to provide documentation that such apparel or sports equipment was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws.

## **II. Enforcement and Contractor Compliance**

To ensure Contractor compliance, campuses may undertake the following actions at their option:

### **A. Third Party/External Monitoring**

To ensure that the anti-sweatshop labor practices outlined in the University's Anti-Sweatshop Procedure are independently verified and complied with, a campus may decide to implement compliance programs such as joining an independent external monitoring agency to monitor compliance with anti-sweatshop standards. In choosing the appropriate independent external monitoring agency, a campus shall comply with New York State procurement laws and also take into consideration the cost implications and utility of using an independent third party monitoring/enforcement service.

### **B. Code of Conduct**

Campuses may require that Contractors join an independent external monitoring agency or require adherence to a code of conduct consistent with the above.

If a campus chooses to join an independent third party monitoring organization or create or adopt a Code of Conduct it may result in additional compliance requirements. Such compliance requirements may be adopted provided that they do not conflict with any term of this procedure.

## **III. University-wide Advisory Panel**

To assist and advise the Chancellor and University campuses on sweatshop issues and emerging trends in sweatshop compliance and monitoring, the Chancellor may designate and institute a University-wide internal advisory panel comprising in equal proportions of students, faculty and staff.

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#### Forms

Where applicable, this section contains links and/or references to forms as they relate to this procedure:

[Certification of Compliance with Fair Labor Conditions](#)

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#### Related Procedures

In support of this procedure, the following links and/or references to related procedures are included:

[Purchasing and Contracting \(Procurement\)](#)

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#### Other Related Information

In support of this procedure, the following links and/or references to other related information are included:

[Anti-Sweatshop Policy](#)

[Alumni Associations Guidelines](#)

[Foundations Guidelines, Campus-Related](#)

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#### Authority

Where applicable, this section contains links and/or references to the authority governing this procedure:

The following link to FindLaw's New York State Laws is provided for users' convenience; it is not the official site for the State of New York laws.

NYS State Finance Law Article 11 §165(7) (Purchase of Apparel)

State University of New York Board of Trustees Resolution 2009-109, adopted June 16, 2009.

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#### History

There is no history relevant to this procedure.

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#### Appendices

[Auxiliary Services Corporations Administrative Requirements - Exhibit B1](#)

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# identity guidelines

**Purchase College**  
STATE UNIVERSITY OF NEW YORK





## Attachment 8 Previous Year's Sales

10-11 by category	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 4,077	\$ 98,345	\$ 106,921	\$ 3,620	\$ 1,590	\$ 1,565	\$ 54,340	\$ 43,035	\$ 3,028	\$ 892	\$ 4,895	\$ 5,930	\$ 328,239
New Text - Rental	\$ -	\$ 4,004	\$ 2,924	\$ 87	\$ -	\$ 1,470	\$ 21,540	\$ 17,216	\$ 828	\$ 125	\$ 1,010	\$ 2,393	\$ 51,598
Used Text	\$ 3,378	\$ 65,927	\$ 38,076	\$ 3,225	\$ 767	\$ 882	\$ 42,137	\$ 15,523	\$ 1,514	\$ 572	\$ 2,443	\$ 7,592	\$ 182,036
Used Text - Rental	\$ -	\$ 3,450	\$ 3,784	\$ 71	\$ 201	\$ 1,790	\$ 24,537	\$ 7,555	\$ 356	\$ 482	\$ 2,055	\$ 2,270	\$ 46,551
General	\$ 44	\$ 216	\$ 179	\$ 110	\$ 178	\$ 2,363	\$ 52	\$ 137	\$ 76	\$ 50	\$ 427	\$ -	\$ 3,830
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGs	\$ -	\$ 364	\$ 354	\$ 158	\$ 50	\$ 4	\$ -	\$ 130	\$ 12	\$ 2	\$ 8	\$ -	\$ 1,082
Remainders	\$ 79	\$ 195	\$ 307	\$ 155	\$ 183	\$ 206	\$ 107	\$ 172	\$ 120	\$ 122	\$ 92	\$ 86	\$ 1,823
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 15,805	\$ 12,039	\$ 10,006	\$ 8,813	\$ 8,081	\$ 13,357	\$ 5,351	\$ 10,084	\$ 4,581	\$ 11,103	\$ 7,066	\$ 2,952	\$ 109,236
Electronics	\$ 545	\$ 4,025	\$ 6,103	\$ 3,491	\$ 2,667	\$ 1,902	\$ 1,729	\$ 3,560	\$ 2,719	\$ 2,425	\$ 1,753	\$ 390	\$ 31,310
Food/Sundries	\$ 4,759	\$ 4,640	\$ 9,379	\$ 8,279	\$ 6,868	\$ 4,706	\$ 2,543	\$ 9,081	\$ 7,538	\$ 7,733	\$ 4,864	\$ 2,247	\$ 72,636
Gifts/Stat/Cards	\$ 141	\$ 669	\$ 591	\$ 541	\$ 419	\$ 566	\$ 360	\$ 453	\$ 357	\$ 847	\$ 364	\$ 112	\$ 5,419
School/Off/Art/Eng	\$ 494	\$ 7,665	\$ 12,110	\$ 5,876	\$ 4,175	\$ 2,277	\$ 5,222	\$ 8,256	\$ 3,784	\$ 3,774	\$ 2,474	\$ 691	\$ 56,797
Services	\$ 74	\$ 108	\$ 498	\$ 602	\$ 246	\$ 450	\$ 459	\$ 89	\$ 205	\$ 166	\$ 650	\$ 573	\$ 4,118
<b>Total Sales</b>	<b>\$ 29,395</b>	<b>\$ 201,646</b>	<b>\$ 191,231</b>	<b>\$ 35,026</b>	<b>\$ 25,423</b>	<b>\$ 31,538</b>	<b>\$ 158,377</b>	<b>\$ 115,290</b>	<b>\$ 25,117</b>	<b>\$ 28,294</b>	<b>\$ 28,102</b>	<b>\$ 25,236</b>	<b>\$ 894,674</b>
<b>Comparison for 09-10</b>													
New Text	\$ 6,972	\$ 102,091	\$ 187,078	\$ 10,436	\$ 5,670	\$ 1,196	\$ 151,488	\$ 39,388	\$ 9,651	\$ 4,846	\$ 8,043	\$ 19,451	\$ 546,309
New Text - Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Used Text	\$ 4,749	\$ 58,529	\$ 82,800	\$ 4,878	\$ 794	\$ 44	\$ 56,176	\$ 7,220	\$ 1,700	\$ 972	\$ 3,920	\$ 12,511	\$ 234,293
Used Text - Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General	\$ 46	\$ 56	\$ 180	\$ 311	\$ 93	\$ 63	\$ 163	\$ 51	\$ 166	\$ 134	\$ 43	\$ 9	\$ 1,315
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGs	\$ -	\$ -	\$ 2,037	\$ 195	\$ 72	\$ 52	\$ 350	\$ 304	\$ 58	\$ 76	\$ 10	\$ -	\$ 3,154
Remainders	\$ 60	\$ 81	\$ 220	\$ 333	\$ 271	\$ 185	\$ 174	\$ 275	\$ 153	\$ 91	\$ 39	\$ 59	\$ 1,942
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 23,208	\$ 11,385	\$ 13,918	\$ 9,459	\$ 5,043	\$ 10,216	\$ 6,774	\$ 4,809	\$ 5,960	\$ 6,513	\$ 7,103	\$ 2,105	\$ 106,493
Electronics	\$ 649	\$ 3,349	\$ 7,163	\$ 3,964	\$ 2,391	\$ 1,787	\$ 2,877	\$ 3,236	\$ 2,500	\$ 2,589	\$ 1,826	\$ 556	\$ 32,888
Food/Sundries	\$ 6,883	\$ 7,133	\$ 17,308	\$ 9,615	\$ 7,822	\$ 5,617	\$ 4,282	\$ 7,194	\$ 7,608	\$ 8,835	\$ 4,013	\$ 2,921	\$ 89,231
Gifts/Stat/Cards	\$ 390	\$ 642	\$ 1,218	\$ 605	\$ 221	\$ 611	\$ 599	\$ 493	\$ 348	\$ 743	\$ 422	\$ 231	\$ 6,523
School/Off/Art/Eng	\$ 707	\$ 5,866	\$ 16,562	\$ 5,229	\$ 3,765	\$ 3,290	\$ 8,387	\$ 5,688	\$ 3,271	\$ 3,006	\$ 1,289	\$ 548	\$ 57,609
Services	\$ 188	\$ 141	\$ 583	\$ 620	\$ 519	\$ 550	\$ 209	\$ 475	\$ 533	\$ 567	\$ 370	\$ 1,229	\$ 5,986
<b>Total Sales</b>	<b>\$ 43,852</b>	<b>\$ 189,274</b>	<b>\$ 329,068</b>	<b>\$ 45,646</b>	<b>\$ 26,661</b>	<b>\$ 23,612</b>	<b>\$ 231,481</b>	<b>\$ 69,134</b>	<b>\$ 31,948</b>	<b>\$ 28,371</b>	<b>\$ 27,078</b>	<b>\$ 39,622</b>	<b>\$ 1,085,745</b>

2011-12	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 7,261	\$ 39,153	\$ 75,068	\$ 4,782	\$ 553	\$ 2,563	\$ 42,018	\$ 22,951	\$ 2,936	\$ 534	\$ 7,257	\$ 6,966	\$ 212,041
New Text - Rental	\$ 303	\$ 11,948	\$ 16,803	\$ 1,016	\$ 58	\$ 2,291	\$ 21,328	\$ 9,739	\$ 877	\$ 20	\$ 817	\$ 2,663	\$ 67,862
Used Text	\$ 2,537	\$ 38,074	\$ 45,805	\$ 4,186	\$ 534	\$ 1,088	\$ 36,629	\$ 13,805	\$ 1,917	\$ 216	\$ 2,573	\$ 3,233	\$ 150,595
Used Text - Rental	\$ 1,437	\$ 14,321	\$ 17,436	\$ 1,096	\$ 225	\$ 1,957	\$ 21,082	\$ 6,310	\$ 585	\$ (14)	\$ 260	\$ 3,492	\$ 68,189
General	\$ 22	\$ 200	\$ 171	\$ 1,009	\$ 565	\$ 70	\$ 77	\$ 121	\$ 49	\$ 68	\$ 113	\$ 93	\$ 2,557
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ 84	\$ 462	\$ 44	\$ 2	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Remainders	\$ 70	\$ 30	\$ 9	\$ 22	\$ 36	\$ 25	\$ 13	\$ 8	\$ 33	\$ 7	\$ 5	\$ -	\$ 258
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 14,225	\$ 11,009	\$ 12,637	\$ 10,328	\$ 5,814	\$ 8,770	\$ 4,130	\$ 3,897	\$ 4,332	\$ 6,674	\$ 6,216	\$ 2,452	\$ 90,484
Electronics	\$ 1,019	\$ 5,059	\$ 7,309	\$ 3,686	\$ 2,934	\$ 1,286	\$ 2,908	\$ 4,364	\$ 2,559	\$ 1,597	\$ 1,480	\$ 261	\$ 34,461
Food/Sundries	\$ 5,209	\$ 4,588	\$ 7,958	\$ 7,830	\$ 6,057	\$ 3,777	\$ 2,834	\$ 6,944	\$ 7,319	\$ 4,513	\$ 3,788	\$ 1,444	\$ 62,260
Gifts/Stat/Cards	\$ 230	\$ 429	\$ 583	\$ 564	\$ 453	\$ 760	\$ 685	\$ 2,270	\$ 1,698	\$ 1,372	\$ 3,085	\$ 2,085	\$ 14,212
School/Off/Art/Eng	\$ 1,589	\$ 7,417	\$ 14,396	\$ 5,880	\$ 4,529	\$ 2,691	\$ 8,091	\$ 12,598	\$ 8,276	\$ 4,909	\$ 3,017	\$ 998	\$ 74,391
Services	\$ 394	\$ 472	\$ 63	\$ 86	\$ 208	\$ 288	\$ 340	\$ 214	\$ 224	\$ 142	\$ 553	\$ 130	\$ 3,114
<b>Total Sales</b>	<b>\$ 34,295</b>	<b>\$ 132,782</b>	<b>\$ 198,700</b>	<b>\$ 40,529</b>	<b>\$ 21,967</b>	<b>\$ 25,572</b>	<b>\$ 140,135</b>	<b>\$ 83,220</b>	<b>\$ 30,804</b>	<b>\$ 20,038</b>	<b>\$ 29,163</b>	<b>\$ 23,818</b>	<b>\$ 781,025</b>
2010-11	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 4,077	\$ 98,345	\$ 106,921	\$ 3,620	\$ 1,590	\$ 1,565	\$ 54,340	\$ 43,035	\$ 3,028	\$ 892	\$ 4,895	\$ 5,930	\$ 328,239
New Text - Rental	\$ -	\$ 4,004	\$ 2,924	\$ 87	\$ -	\$ 1,470	\$ 21,540	\$ 17,216	\$ 828	\$ 125	\$ 1,010	\$ 2,393	\$ 51,598
Used Text	\$ 3,378	\$ 65,927	\$ 38,076	\$ 3,225	\$ 767	\$ 882	\$ 42,137	\$ 15,523	\$ 1,514	\$ 572	\$ 2,443	\$ 7,592	\$ 182,036
Used Text - Rental	\$ -	\$ 3,450	\$ 3,784	\$ 71	\$ 201	\$ 1,790	\$ 24,537	\$ 7,555	\$ 356	\$ 482	\$ 2,055	\$ 2,270	\$ 46,551
General	\$ 44	\$ 216	\$ 179	\$ 110	\$ 178	\$ 2,363	\$ 52	\$ 137	\$ 76	\$ 50	\$ 427	\$ -	\$ 3,830
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ 364	\$ 354	\$ 158	\$ 50	\$ 4	\$ -	\$ 130	\$ 12	\$ 2	\$ 8	\$ -	\$ 1,082
Remainders	\$ 79	\$ 195	\$ 307	\$ 155	\$ 183	\$ 206	\$ 107	\$ 172	\$ 120	\$ 122	\$ 92	\$ 86	\$ 1,823
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 15,805	\$ 12,039	\$ 10,006	\$ 8,813	\$ 8,081	\$ 13,357	\$ 5,351	\$ 10,084	\$ 4,581	\$ 11,103	\$ 7,066	\$ 2,952	\$ 109,236
Electronics	\$ 545	\$ 4,025	\$ 6,103	\$ 3,491	\$ 2,667	\$ 1,902	\$ 1,729	\$ 3,560	\$ 2,719	\$ 2,425	\$ 1,753	\$ 390	\$ 31,310
Food/Sundries	\$ 4,759	\$ 4,640	\$ 9,379	\$ 8,279	\$ 6,868	\$ 4,706	\$ 2,543	\$ 9,081	\$ 7,538	\$ 7,733	\$ 4,864	\$ 2,247	\$ 72,636
Gifts/Stat/Cards	\$ 141	\$ 669	\$ 591	\$ 541	\$ 419	\$ 566	\$ 360	\$ 453	\$ 357	\$ 847	\$ 364	\$ 112	\$ 5,419
School/Off/Art/Eng	\$ 494	\$ 7,665	\$ 12,110	\$ 5,876	\$ 4,175	\$ 2,277	\$ 5,222	\$ 8,256	\$ 3,784	\$ 3,774	\$ 2,474	\$ 691	\$ 56,797
Services	\$ 74	\$ 108	\$ 498	\$ 602	\$ 246	\$ 450	\$ 459	\$ 89	\$ 205	\$ 166	\$ 650	\$ 573	\$ 4,118
<b>Total Sales</b>	<b>\$ 29,395</b>	<b>\$ 201,646</b>	<b>\$ 191,231</b>	<b>\$ 35,026</b>	<b>\$ 25,423</b>	<b>\$ 31,538</b>	<b>\$ 158,377</b>	<b>\$ 115,290</b>	<b>\$ 25,117</b>	<b>\$ 28,294</b>	<b>\$ 28,102</b>	<b>\$ 25,236</b>	<b>\$ 894,674</b>
over/(under)	\$ 4,901	\$ (68,864)	\$ 7,469	\$ 5,503	\$ (3,456)	\$ (5,966)	\$ (18,242)	\$ (32,070)	\$ 5,687	\$ (8,255)	\$ 1,061	\$ (1,418)	\$ (113,649)

2012-13	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 4,994	\$ 9,948	\$ 74,233	\$ 6,974	\$ 842	\$ 3,078	\$ 35,063	\$ 9,212	\$ 4,284	\$ 1,440	\$ 6,578	\$ 4,774	\$ 161,419
New Text - Rental	\$ 682	\$ 5,014	\$ 32,677	\$ 2,149	\$ 214	\$ 242	\$ 20,658	\$ 5,004	\$ 511	\$ 91	\$ 1,159	\$ 754	\$ 69,155
Used Text	\$ 2,463	\$ 20,914	\$ 74,929	\$ 3,622	\$ 891	\$ 2,504	\$ 58,061	\$ 12,459	\$ 2,524	\$ 893	\$ 3,617	\$ 3,044	\$ 185,920
Used Text - Rental	\$ 1,291	\$ 14,439	\$ 47,941	\$ 1,486	\$ 438	\$ (841)	\$ 43,018	\$ 7,334	\$ 651	\$ 1,036	\$ 3,504	\$ 2,565	\$ 122,861
General	\$ 106	\$ -	\$ 145	\$ 406	\$ 18	\$ 69	\$ 215	\$ 131	\$ 38	\$ 49	\$ -	\$ 41	\$ 1,218
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ -	\$ 170	\$ 34	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216
Remainders	\$ 4	\$ 10	\$ 6	\$ 15	\$ 10	\$ 9	\$ 8	\$ 2	\$ 5	\$ 7	\$ 4	\$ -	\$ 79
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 11,500	\$ 3,965	\$ 10,109	\$ 8,846	\$ 6,120	\$ 9,175	\$ 5,180	\$ 4,340	\$ 4,189	\$ 8,997	\$ 7,172	\$ 1,994	\$ 81,587
Electronics	\$ 1,834	\$ 1,312	\$ 11,616	\$ 5,544	\$ 3,006	\$ 1,606	\$ 3,710	\$ 3,398	\$ 1,705	\$ 2,544	\$ 1,010	\$ 266	\$ 37,551
Food/Sundries	\$ 4,569	\$ 3,235	\$ 7,521	\$ 6,090	\$ 5,147	\$ 4,345	\$ 3,307	\$ 6,060	\$ 4,258	\$ 7,092	\$ 3,745	\$ 1,554	\$ 56,924
Gifts/Stat/Cards	\$ 3,590	\$ 1,239	\$ 5,165	\$ 2,425	\$ 1,013	\$ 2,508	\$ 1,531	\$ 1,288	\$ 805	\$ 1,893	\$ 2,563	\$ 555	\$ 24,575
School/Off/Art/Eng	\$ 829	\$ 4,056	\$ 35,625	\$ 10,263	\$ 7,707	\$ 7,159	\$ 13,219	\$ 11,458	\$ 8,133	\$ 8,947	\$ 4,151	\$ 1,207	\$ 112,755
Services	\$ 192	\$ 576	\$ 298	\$ 146	\$ 91	\$ 212	\$ 360	\$ 126	\$ 149	\$ 220	\$ 462	\$ 258	\$ 3,090
<b>Total Sales</b>	<b>\$ 32,052</b>	<b>\$ 64,708</b>	<b>\$ 300,434</b>	<b>\$ 48,000</b>	<b>\$ 25,508</b>	<b>\$ 30,067</b>	<b>\$ 184,331</b>	<b>\$ 60,813</b>	<b>\$ 27,251</b>	<b>\$ 33,209</b>	<b>\$ 33,966</b>	<b>\$ 17,012</b>	<b>\$ 857,351</b>
2011-12	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 7,261	\$ 39,153	\$ 75,068	\$ 4,782	\$ 553	\$ 2,563	\$ 42,018	\$ 22,951	\$ 2,936	\$ 534	\$ 7,257	\$ 6,966	\$ 212,041
New Text - Rental	\$ 303	\$ 11,948	\$ 16,803	\$ 1,016	\$ 58	\$ 2,291	\$ 21,328	\$ 9,739	\$ 877	\$ 20	\$ 817	\$ 2,663	\$ 67,862
Used Text	\$ 2,537	\$ 38,074	\$ 45,805	\$ 4,186	\$ 534	\$ 1,088	\$ 36,629	\$ 13,805	\$ 1,917	\$ 216	\$ 2,573	\$ 3,233	\$ 150,595
Used Text - Rental	\$ 1,437	\$ 14,321	\$ 17,436	\$ 1,096	\$ 225	\$ 1,957	\$ 21,082	\$ 6,310	\$ 585	\$ (14)	\$ 260	\$ 3,492	\$ 68,189
General	\$ 22	\$ 200	\$ 171	\$ 1,009	\$ 565	\$ 70	\$ 77	\$ 121	\$ 49	\$ 68	\$ 113	\$ 93	\$ 2,557
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ 84	\$ 462	\$ 44	\$ 2	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Remainders	\$ 70	\$ 30	\$ 9	\$ 22	\$ 36	\$ 25	\$ 13	\$ 8	\$ 33	\$ 7	\$ 5	\$ -	\$ 258
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 14,225	\$ 11,009	\$ 12,637	\$ 10,328	\$ 5,814	\$ 8,770	\$ 4,130	\$ 3,897	\$ 4,332	\$ 6,674	\$ 6,216	\$ 2,452	\$ 90,484
Electronics	\$ 1,019	\$ 5,059	\$ 7,309	\$ 3,686	\$ 2,934	\$ 1,286	\$ 2,908	\$ 4,364	\$ 2,559	\$ 1,597	\$ 1,480	\$ 261	\$ 34,461
Food/Sundries	\$ 5,209	\$ 4,588	\$ 7,958	\$ 7,830	\$ 6,057	\$ 3,777	\$ 2,834	\$ 6,944	\$ 7,319	\$ 4,513	\$ 3,788	\$ 1,444	\$ 62,260
Gifts/Stat/Cards	\$ 230	\$ 429	\$ 583	\$ 564	\$ 453	\$ 760	\$ 685	\$ 2,270	\$ 1,698	\$ 1,372	\$ 3,085	\$ 2,085	\$ 14,212
School/Off/Art/Eng	\$ 1,589	\$ 7,417	\$ 14,396	\$ 5,880	\$ 4,529	\$ 2,691	\$ 8,091	\$ 12,598	\$ 8,276	\$ 4,909	\$ 3,017	\$ 998	\$ 74,391
Services	\$ 394	\$ 472	\$ 63	\$ 86	\$ 208	\$ 288	\$ 340	\$ 214	\$ 224	\$ 142	\$ 553	\$ 130	\$ 3,114
<b>Total Sales</b>	<b>\$ 34,295</b>	<b>\$ 132,782</b>	<b>\$ 198,700</b>	<b>\$ 40,529</b>	<b>\$ 21,967</b>	<b>\$ 25,572</b>	<b>\$ 140,135</b>	<b>\$ 83,220</b>	<b>\$ 30,804</b>	<b>\$ 20,038</b>	<b>\$ 29,163</b>	<b>\$ 23,818</b>	<b>\$ 781,025</b>
over/(under)	\$ (2,243)	\$ (68,075)	\$ 101,734	\$ 7,471	\$ 3,541	\$ 4,495	\$ 44,196	\$ (22,407)	\$ (3,553)	\$ 13,170	\$ 4,803	\$ (6,806)	\$ 76,326

2013-14	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
New Text	\$ 869	\$ 12,462	\$ 70,615	\$ 3,595	\$ 618	\$ 2,266	\$ 35,298	\$ 9,126	\$ 1,293	\$ 898	\$ 3,229	\$ 4,402	\$ 144,671
New Text - Rental	\$ -	\$ 5,661	\$ 31,079	\$ 1,244	\$ 201	\$ (215)	\$ 23,118	\$ 4,551	\$ 966	\$ 80	\$ 515	\$ 1,979	\$ 69,181
Used Text	\$ 4,412	\$ 18,321	\$ 63,003	\$ 4,415	\$ 456	\$ 885	\$ 26,972	\$ 4,084	\$ 506	\$ 262	\$ 864	\$ 1,351	\$ 125,532
Used Text - Rental	\$ 1,274	\$ 17,034	\$ 51,414	\$ 1,688	\$ 687	\$ 143	\$ 39,265	\$ 3,850	\$ 61	\$ 331	\$ 149	\$ 6,501	\$ 122,395
General	\$ -	\$ 31	\$ 173	\$ 94	\$ -	\$ 192	\$ 54	\$ 95	\$ 67	\$ 112	\$ 34	\$ -	\$ 852
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128	\$ 16	\$ -	\$ -	\$ -	\$ 144
Remainders	\$ 14	\$ 7	\$ 2	\$ 10	\$ 4	\$ 2	\$ 1	\$ 2	\$ 2	\$ 2	\$ 5	\$ 2	\$ 53
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 10,058	\$ 4,873	\$ 12,052	\$ 9,544	\$ 5,751	\$ 9,966	\$ 2,852	\$ 2,799	\$ 3,813	\$ 9,701	\$ 7,122	\$ 2,383	\$ 80,914
Electronics	\$ 514	\$ 1,133	\$ 10,302	\$ 3,658	\$ 2,152	\$ 1,572	\$ 2,701	\$ 2,663	\$ 1,853	\$ 2,260	\$ 1,566	\$ 256	\$ 30,630
Food/Sundries	\$ 3,686	\$ 2,076	\$ 8,760	\$ 7,598	\$ 4,544	\$ 3,674	\$ 3,086	\$ 4,327	\$ 4,111	\$ 5,625	\$ 3,247	\$ 1,461	\$ 52,194
Gifts/Stat/Cards	\$ 2,534	\$ 939	\$ 4,862	\$ 1,952	\$ 757	\$ 2,043	\$ 1,217	\$ 1,203	\$ 1,000	\$ 1,793	\$ 1,920	\$ 592	\$ 20,812
School/Off/Art/Eng	\$ 913	\$ 1,318	\$ 26,420	\$ 11,239	\$ 7,532	\$ 6,204	\$ 10,345	\$ 8,303	\$ 6,425	\$ 8,836	\$ 3,059	\$ 698	\$ 91,293
Services	\$ 118	\$ 353	\$ 239	\$ 167	\$ 114	\$ 270	\$ 565	\$ 94	\$ 134	\$ 363	\$ 364	\$ 112	\$ 2,894
<b>Total Sales</b>	<b>\$ 24,391</b>	<b>\$ 64,208</b>	<b>\$ 278,921</b>	<b>\$ 45,203</b>	<b>\$ 22,816</b>	<b>\$ 27,004</b>	<b>\$ 145,475</b>	<b>\$ 41,225</b>	<b>\$ 20,249</b>	<b>\$ 30,263</b>	<b>\$ 22,074</b>	<b>\$ 19,737</b>	<b>\$ 741,565</b>
<b>2012-13</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Totals</b>
New Text	\$ 4,994	\$ 9,948	\$ 74,233	\$ 6,974	\$ 842	\$ 3,078	\$ 35,063	\$ 9,212	\$ 4,284	\$ 1,440	\$ 6,578	\$ 4,774	\$ 161,419
New Text - Rental	\$ 682	\$ 5,014	\$ 32,677	\$ 2,149	\$ 214	\$ 242	\$ 20,658	\$ 5,004	\$ 511	\$ 91	\$ 1,159	\$ 754	\$ 69,155
Used Text	\$ 2,463	\$ 20,914	\$ 74,929	\$ 3,622	\$ 891	\$ 2,504	\$ 58,061	\$ 12,459	\$ 2,524	\$ 893	\$ 3,617	\$ 3,044	\$ 185,920
Used Text - Rental	\$ 1,291	\$ 14,439	\$ 47,941	\$ 1,486	\$ 438	\$ (841)	\$ 43,018	\$ 7,334	\$ 651	\$ 1,036	\$ 3,504	\$ 2,565	\$ 122,861
General	\$ 106	\$ -	\$ 145	\$ 406	\$ 18	\$ 69	\$ 215	\$ 131	\$ 38	\$ 49	\$ -	\$ 41	\$ 1,218
Medical/Tech/Ref	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodicals/MSGS	\$ -	\$ -	\$ 170	\$ 34	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216
Remainders	\$ 4	\$ 10	\$ 6	\$ 15	\$ 10	\$ 9	\$ 8	\$ 2	\$ 5	\$ 7	\$ 4	\$ -	\$ 79
Trade Sidelines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
clothing/Insignia	\$ 11,500	\$ 3,965	\$ 10,109	\$ 8,846	\$ 6,120	\$ 9,175	\$ 5,180	\$ 4,340	\$ 4,189	\$ 8,997	\$ 7,172	\$ 1,994	\$ 81,587
Electronics	\$ 1,834	\$ 1,312	\$ 11,616	\$ 5,544	\$ 3,006	\$ 1,606	\$ 3,710	\$ 3,398	\$ 1,705	\$ 2,544	\$ 1,010	\$ 266	\$ 37,551
Food/Sundries	\$ 4,569	\$ 3,235	\$ 7,521	\$ 6,090	\$ 5,147	\$ 4,345	\$ 3,307	\$ 6,060	\$ 4,258	\$ 7,092	\$ 3,745	\$ 1,554	\$ 56,924
Gifts/Stat/Cards	\$ 3,590	\$ 1,239	\$ 5,165	\$ 2,425	\$ 1,013	\$ 2,508	\$ 1,531	\$ 1,288	\$ 805	\$ 1,893	\$ 2,563	\$ 555	\$ 24,575
School/Off/Art/Eng	\$ 829	\$ 4,056	\$ 35,625	\$ 10,263	\$ 7,707	\$ 7,159	\$ 13,219	\$ 11,458	\$ 8,133	\$ 8,947	\$ 4,151	\$ 1,207	\$ 112,755
Services	\$ 192	\$ 576	\$ 298	\$ 146	\$ 91	\$ 212	\$ 360	\$ 126	\$ 149	\$ 220	\$ 462	\$ 258	\$ 3,090
<b>Total Sales</b>	<b>\$ 32,052</b>	<b>\$ 64,708</b>	<b>\$ 300,434</b>	<b>\$ 48,000</b>	<b>\$ 25,508</b>	<b>\$ 30,067</b>	<b>\$ 184,331</b>	<b>\$ 60,813</b>	<b>\$ 27,251</b>	<b>\$ 33,209</b>	<b>\$ 33,966</b>	<b>\$ 17,012</b>	<b>\$ 857,351</b>